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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 14th August 2025

S.R.O. No. 665/2025—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award dated the 30th June 2025 passed in ID Case No. 01 of 2025 by the Presiding Officer, Labour Court, Bhubaneswar on the industrial dispute between Shri Ruturaj Tanak, M/s RPG Life Sciences Ltd., RPG House, 463 Dr. Annie Besant Road, Worli, Mumbai-400030 and Shri Suvendu Nanda, At Ghatagharasahi, PO/PS. Nilagiri, Dist. Balasore is hereby published as in the schedule below:—

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 01 of 2025

Dated the 30th June 2025

Present :

Smt. Meenakshee Priyadarsinee,
Presiding Officer,
Labour Court,
Bhubaneswar.

Between :

Shri Ruturaj Tanak,
M/s RPG Life Sciences Ltd.,
RPG House,
463 Dr. Annie Besant Road,
Worli, Mumbai-400030. . . First Party—Management

And

Shri Suvendu Nanda,
At Ghatagharasahi,
PO/PS. Nilagiri, Dist. Balasore. . . Second Party—Workman

Appearances :

Shri Suvendu Nanda	. .	The Second Party Himself
None	. .	For the Management

AWARD

The Government of Odisha in its Labour & E.S.I. Department referred the following matter in dispute between the parties for adjudication vide its Order No. LESI-IR-ID-0045/2024-591, dated the 20th January 2025. The Schedule of reference is :—

SCHEDULE

> "Whether termination of services of Shri Suvendu Nanda, Ex-Territory Business Manager by the management of M/s RPG Life Science Ltd., RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai-400030 with effect form the 9th December 2020 is legal and/or justified? If not, what relief Shri Suvendu Nanda is entitled to?"

2. Bereft of unnecessary details, the case of the second party as emerges from his claim statement is that:- following an interview with the management, the second party was appointed as a Sales Promotion Employee and was doing the job of promotion of the sales of product of the management, but as per his appointment letter his designation was a Territory Business Manager (for name's sake). However, as a Medical Representative (Sales Promotion Employee), he performed manual, clerical and operative tasks aiming at the promotion of sales and marketing of the company's pharmaceutical products. While the matter stood thus, he received a transfer letter from the Head Sales HR, reassigning him from Balasore to Sambalpur. He then emailed the management on the 27th October 2020 requesting leave from the 27th October 2020 to the 10th November 2020 due to his ailing father's treatment. In response to his leave application, he was asked to submit supporting documents. Accordingly, on the 28th October 2020, he provided the necessary medical documents related to his father's treatment. Despite submitting medical documents, his leave was shortened to the 5th November 2020 instead of the 10th November 2020, for which he sent a follow-up E-mail on the 4th November 2020 to the concerned authority of the management requesting to allow him to continue working in Balasore Territory and to extend his leave from the 6th November 2020 to the 5th December 2020. But, his request was denied, leading him to inform his Union about the situation. The Union accordingly filed a petition with the DLO, Balasore on the 12th November 2020, seeking its intervention. Following this, the second party received two show cause notices based on false allegations and was ultimately terminated from service with effect from the 9th December 2020 vide letter dated the 9th December 2020. But, the management without taking into consideration his continuous service under it (for more than 10 years) effected such termination, that too without due compliance of the mandatory provisions of the Act. Being disheartened with the action of the management he approached his Union for assistance which led to the initiation of conciliation process at the level of DLO and eventually, the matter was referred to the Court through the Govt. by Notification of the Labour & E.S.I. Department (*Supra*).

3. Despite notice of this Court the management failed to file its written statement or appear during hearing of the case. Consequently, the management was set *ex parte* and the case proceeded *ex parte* by order dated the 23rd June 2025.

4. In the *ex parte* hearing the second party not only examined himself as WW No.1 but also

placed reliance on certain documents which are marked as Exts.1 to 17.

5. Pursuant to the order of reference stated above and basing upon the pleadings advanced in the Statement of Claim, the second party filed his affidavit evidence in this case and while examining himself as WW No.1 by way of such affidavit stated to have appointed as a Sales Promotion Employee. In order to substantiate his work under the management, bunch of documents under Exts. 1 to 17 have been exhibited by the second party. Ext. 1 is the photocopy of appointment letter of the second party which reveals that the applicant was appointed as Territory Business Manager with effect from the 8th December 2010, but not as a Sales Promotion Employee as alleged. The second party however contended that his duties, which were mainly clerical, manual, and operational, made him a workman under the ID Act. Such evidence of the second party stands unchallenged because the management failed to appear and contest it despite notice of the Court. Since the management didn't provide any evidence to contradict the second party's claims, this Court accepts the second party's testimony with regard to the nature of his work as mentioned above. It is well settled that the status of an employee is not determined by his/her designation or salary, but by his/her primary duties, not incidental tasks. Based on the settled principle of law, the second party is deemed to be a workman under the provisions of the ID Act.

The second party further deposed that during his service period he rendered his service to the management for more than 240 days in each calendar year of his period of engagement and he was accordingly, protected by the provisions of the ID Act, but the management terminated him from service in clear contravention of the provisions stipulated under Section 25-F of the Act. Such action of the management according to the second party is illegal as well as unjustified due to non-compliance of the provisions of the Act. The second party accordingly has prayed for his reinstatement in service with full back wages coupled with other consequential service benefits. It would not be out of place to mention here that in the instant case, the management did not opt to contest the claim of the second party by filing its WS or through any cogent documentary evidence. Rather, the management remained silent over the present case in dispute despite issuance of notice to it by this Court for which they have been set *ex parte* in this case. Nothing adverse is available before this Court to disbelieve the version of the second party. However, on a combined reading of Ext. 1 (photocopy of appointment letter of the second-party) and Ext.9 (photocopy of termination letter of the second party), it is found that the second party was appointed as a Territory Business Manager with effect form the 8th December 2010 and his employment ceased with effect form the 9th December 2020. As such, by counting in any manner the period of employment of the second party under the management is found to be a continuous one attracting the provisions of section 25-F of the Act. Hence, this Court while accepting the engagement of the second party under the management to be a continuous one, is of the opinion that he was entitled to the protection of Section 25-F of the Act. But, there is nothing on record to disclose that the management has ever complied with the provisions embodied under Section 25-F of the ID Act while terminating the second party from service and the said termination being made without compliance of the ID Act is apparently illegal and unjustified.

It is also revealed from the documents relied upon by the second party that he was asked for show cause twice for committing certain alleged misconducts. But, no document is available on the case record to show that the termination of the second party was preceded by any enquiry. In this connection, reliance is placed on a decision of the Hon'ble Punjab & Haryana High Court, reported in LLR-1993-876 (Modella Woollens Ltd. *Vrs*. PO, Labour Court), wherein it has been

held that “No termination is permissible on the ground of misconduct unless proper inquiry is held according to principles of natural justice”.

On the face of above, it is now to see as to what relief the second party is entitled in view of his illegal termination from service. Based on the uncontested evidence of the second party and the principles laid down by the Hon’ble Apex Court in the case of Deepali Gundu Surwase *vs* Kranti Junior Adhyapak & Ors, I am of the humble but firm opinion that it is a fit case where the second party workman should be extended the relief of reinstatement in service and he be paid full back wages. Hence, it is ordered:-

The action of the first party management being illegal and unjustified, the second party workman is entitled to reinstatement in service with full back wages. The first party is accordingly directed to implement the Award within a period of one month of the date of the publication of the Award.

Dictated and corrected by me.

MEENAKSHEE PRIYADARSINEE
30-06-2025
Presiding Officer
Labour Court, Bhubaneswar

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Labour Court, Bhubaneswar

[No. 7344—LESI-IR-ID-0045/2024-LESI.]

By order of the Governor

MADHUMITA NAYAK

Special Secretary to Government

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